

<b>REQUEST FOR QUOTATION</b> (THIS IS NOT AN ORDER)			THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1 OF 8 PAGES
1. REQUEST NO. N65540-05-Q-0071	2. DATE ISSUED 05 JAN 27	3. REQUISITION/PURCHASE REQUEST NO. 95220 43273336	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING
5a. ISSUED BY CONTRACTING OFFICER NSWC CARDEROCK DIVISION			6. DELIVER BY (Date) 05 JAN 28		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
NAME 5001 S. BROAD STREET, CODE 335 PHILADELPHIA, PA 19112-1403 STACEY THOMPSON		TELEPHONE NUMBER AREA CODE NUMBER 215 897-7160 FAX: 215 897-7059		9. DESTINATION N65540	
8. TO:			a. NAME OF CONSIGNEE		
a. NAME		b. COMPANY		b. STREET ADDRESS	
c. STREET ADDRESS			1601 LANGLEY AVENUE BLDG 542 E		
d. CITY			e. STATE		c. CITY
			f. ZIP CODE		PHILA.
			PA		e. ZIP CODE
					19112-5051
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) 05 FEB 15			IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.		

11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(a)	(b)	(c)	(d)	(e)	(f)
0001	REQN. NO. 95220 /43273336 ITEM NAME: 12 PORT FIBER SWITCH SEE ATTACHED SPECIFICATIONS	7	EA		
0002	REQN. NO. 95220 /43273346 ITEM NAME: 12 PORT GIGABIT SWITCH SEE ATTACHED SPECIFICATIONS	45	EA		
0003	REQN. NO. 95220 /43273349 ITEM NAME: FIBER 1000BASE-SX-GBIC MODULE SEE ATTACHED SPECIFICATIONS	45	EA		

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS
				NUMBER PERCENTAGE

NOTE: Additional provisions and representations ☐ are ☐ are not attached

13. NAME AND ADDRESS OF QUOTER		14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER			
b. STREET ADDRESS		16. SIGNER	
c. COUNTY		a. NAME (Type or print)	b. TELEPHONE
d. CITY		c. TITLE (Type or print)	AREA CODE
e. STATE		NUMBER	
f. ZIP CODE			

CONTINUATION SHEET

DOC. NO. N65540-05-Q-0071

PAGE NO. 2 OF 8

VENDOR:

SECTION F TIME OF DELIVERY

DELIVERIES SHALL BE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS

ITEM	QUANTITY	DELIVERY REQUIRED
0001	7 EA	05-JAN-28
0002	45 EA	05-JAN-28
0003	45 EA	05-JAN-28

52.213-4 Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items) (OCT 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(2) Listed below are additional clauses that apply:

(i) 252.204-7003, Control of Government Personnel Work Product (Apr 1992)

(ii) 52.232-1, Payments (Apr 1984).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.233-1, Disputes (Jul 2002).

(v) 252.243-7001 Pricing of Contract Modifications (Dec 1991)

(vi) 52.244-6, Subcontracts for Commercial Items (Jul 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR and DFARS clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible

CONTINUATION SHEET

DOC. NO. N65540-05-Q-0071

PAGE NO. 3 OF 8

VENDOR:

Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 252.225-7001, Buy American Act and Balance of Payments Program (Apr 2003) (Applies to all contracts for supplies unless an exception is authorized by DFARS 225.1101(2) (i) through (iv)).

(ix) 252.225-7013, Duty-Free Entry (Apr 2003) (Applies to all contracts for supplies except for those supplies that will not enter the customs territory of the United States).

(x) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 252.247-7023, Transportation of Supplies by Sea (May 2002) Alternate III (May 2002) (Applies when transporting any supplies by sea under this contract.)

(2) Listed below are additional clauses that may apply:

(i) 52.204-7, Central Contractor Registration (Oct 2003) (Applies to all contracts unless an exception is authorized by FAR 4.1102(a).)

(ii) 252.204-7004, Alternate A (Nov 2003) (Applies if FAR 52.204-7 is applicable.)

(iii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (July 1995) (Applies to contracts over \$25,000).

(iv) 52.211-5 Material Requirements (Aug 2000) (Applies to contracts for supplies that are not commercial items).

(v) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(vi) 252.225-7002, Qualifying Country Sources as Subcontractors (Apr 2003) (Applies if the contract is subject to the DFARS clause 252.225-7001, Buy American Act and Balance of Payments Program (see (b)(1)(viii) above)).

CONTINUATION SHEET

DOC. NO. N65540-05-Q-0071

PAGE NO. 4 OF 8

VENDOR:

- (vii) 52.243-1, Changes--Fixed Price (Aug 1987)  
(Applies to fixed-price contracts for supplies).
- (viii) 52.243-1, Changes--Fixed Price (Aug 1987) Alter-  
nate I (Apr 1984) (Applies to fixed price contracts for  
services, other than architect-engineer or other professional  
services, and no supplies are to be furnished).
- (ix) 52.243-1, Changes--Fixed Price (Aug 1987) Alter-  
nate II (Apr 1984) (Applies to fixed price contracts for  
services (other than architect-engineer services, transpor-  
tation, or research and development) and supplies are to be  
furnished).
- (x) 52.243-1, Changes--Fixed Price (Aug 1987) Alter-  
nate V (Apr 1984) (Applies to fixed price contracts for  
research and development).
- (xi) 52.247-29, F.o.b. Origin (Jun 1988) (Applies to  
supplies if delivery is f.o.b. origin).
- (xii) 52.247-34, F.o.b. Destination (Nov 1991)  
(Applies to supplies if delivery is f.o.b. destination).
- (xiii) 52.222-42, Statement of Equivalent Rates for  
Federal Hires (May 1989) (Applies if the contract amount is  
expected to be over \$2,500 and the contract is subject to the  
clause 52.222-41, "Service Contract Act of 1965, As Amended"  
(see (b) (1) (vi) above)).

In compliance with the Service Contract Act of 1965,  
as amended, and the regulations of the Secretary of Labor  
(29 CFR Part 4), this clause identifies the classes of service  
employees expected to be employed under the contract and  
states the wages and fringe benefits payable to each if they  
were employed by the contracting agency subject to the  
provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage--Fringe Benefits
_____	_____
_____	_____
_____	_____
_____	_____

(xiv) 52.246-11 Higher-Level Contract Quality Require-  
ment (Feb 1999) (Applies to contracts when the contracting  
officer finds it is in the Governments interest to require  
that higher-level quality standards be maintained and such  
standards are selected and identified in the clause).

The Contractor shall comply with the higher-level  
quality standard selected below. [If more than one standard  
is listed, the offeror shall indicate its selection by  
checking the appropriate block.]

Title	Number	Date	Tailoring
* _____	_____	_____	_____
* _____	_____	_____	_____
* _____	_____	_____	_____
* _____	_____	_____	_____

[Contracting Officer insert the title, number (if any), date,  
and tailoring (if any) of the higher-level quality standards.]

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb  
1998). This contract incorporates one or more clauses by

CONTINUATION SHEET

DOC. NO. N65540-05-Q-0071

PAGE NO. 5 OF 8

VENDOR:

reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR clauses - <http://www.arnet.gov/far/>

DFARS clauses - <http://www.acq.osd.mil/dp/dars/dfars.html>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the

CONTINUATION SHEET

DOC. NO. N65540-05-Q-0071

PAGE NO. 6 OF 8

VENDOR:

items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.232-36 Payment by Third Party (May 1999)

(a) General. The Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(b) Contractor payment request. In accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor, the Contractor shall make such payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with the terms of this contract.

(c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) Documentation. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

(f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(End of clause)

Your quotation must include the following information:

Price list number and date

or

Cost breakdown by direct labor (list categories, hours and pay rates). In addition to the direct rates, provide the applicable indirect information (G&A), overhead,

CONTINUATION SHEET

DOC. NO. N65540-05-Q-0071

PAGE NO. 7 OF 8

VENDOR:

facilities capital cost of money (FCCM) and profit.

or

Applicable General Services Administration (GSA) contract number.

If unable to quote FOB, Destination, please complete the following:

FOB Point \_\_\_\_\_

Estimated Shipping Charge \_\_\_\_\_

Business size:

Large \_\_\_\_\_ Small \_\_\_\_\_ Nonprofit \_\_\_\_\_

Cage Code \_\_\_\_\_

Tax Identification Number (TIN) \_\_\_\_\_

DUNNS \_\_\_\_\_

ELIGIBILITY REQUIREMENTS

All contractors and individuals doing business with the Federal Government must be registered at the Contractor Central Registration Database located at:  
<http://ccr.dlsc.dla.mil/>.

ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS

All contract award and contract modification documents will be distributed electronically using the Navy Air Force Interface (NAFI) system. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader software. This is a free software that may be downloaded at:  
<http://www.adobe.com/products/acrobat/readstep.html>

Provide the following information that will be used to make electronic distribution for any resultant contract:

Name of Point of Contact to Receive  
Distribution \_\_\_\_\_

Phone Number for Point of Contact \_\_\_\_\_

E-Mail Address for Receipt of Distribution \_\_\_\_\_

USE OF THE GOVERNMENTWIDE COMMERCIAL PURCHASE CARD

Will you accept the Governmentwide Commercial Purchase Card

CONTINUATION SHEET

DOC. NO. N65540-05-Q-0071

PAGE NO. 8 OF 8

VENDOR:

as a method of purchasing supplies and/or services.

☐ Yes

☐ No

Will you accept the Governmentwide Commercial Purchase Card as a method of payment for your invoice.

☐ Yes

☐ No

DUTY FREE ENTRY

Will any materials being shipped to the Government require a duty-free entry certificate for foreign supplies.

☐ Yes

☐ No

If yes, please include dollar amount \$ \_\_\_\_\_



252.204-7004 Required Central Contractor Registration.  
As prescribed in 204.7304, use the following clause:

**REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)**

**(a) Definitions. As used in this clause<sup>3/4</sup>**

**(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.**

**(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.**

**(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.**

**(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.**

**(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.**

**(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.**

**(3) Lack of registration in the CCR database will make an offeror ineligible for award.**

**(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.**

**(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.**

**(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.**

## **FIBER/GIGABIT NETWORK SWITCHES**

### **Specifications/Requirements**

**Item 0001:        Quantity: 7**

#### **12-port Fiber Gigabit Managed Switch:**

- 1) 12 total Gigabit ports: configured as 8 fiber and 4 copper with option to have all fiber.
- 2) Must have at least 4 Combo ports for 10BASE-T, 100BASE-TX, and 1000BASE-T that can be RJ-45 ports or accommodate a Gigabit Interface Converter (GBIC) module for a Fiber LC connector port.
- 3) Must include at least 8 Fiber LC connectors for 1000BASE-SX for either 50µm or 62.5µm multi-mode fiber.
- 4) RS-232 Console port.
- 5) Each port must have a 10/100/1000 Link and Mode LED plus Auto Uplink .
- 6) Store-and-forward forwarding mode
- 7) Non-blocking
- 8) Rack-mount and stand-alone capability.
- 9) Must include rack mount kit.

**Item 0002:        Quantity: 45**

#### **12-port Gigabit Managed Switch**

- 1) 10 RJ-45 connectors for 10BASE-T, 100BASE-TX, and 1000BASE-T
- 2) Auto Uplink on all ports
- 3) At least 2 Gigabit Interface Converter (GBIC) slots for GBIC modules
- 4) RS-232 Console port
- 5) Each port must have a 10/100/1000 Link and Mode LED plus Auto Uplink.
- 6) Store-and-forward forwarding mode
- 7) Non-blocking
- 8) Rack-mount and stand-alone capability.
- 9) Must include rack mount kit.

**Item 0003:        Quantity: 45**

#### **Fiber 1000BASE-SX GBIC Module**

- 1) One LC connector
- 2) Hot-swappable
- 3) Works with 50µm or 62.5µm multi-mode fiber.
- 4) Must be compatible with Item's 0001 and 0002.